

**EXHIBIT A**  
**Additional Stipulations**

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*Attorneys for Debtors  
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO  
EXTENSION OF DEADLINE TO  
ASSUME OR REJECT CERTAIN  
NONRESIDENTIAL REAL  
PROPERTY LEASES PURSUANT  
TO 11 U.S.C. § 365(d)(4)**

PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property listed in **Exhibit A**, hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

**RECITALS**

A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessor consents to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are party (the “**Leases**”), until December 31, 2019 (the “**Extended Deadline**”).

2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and including the Extended Deadline.

3. No further consent of Lessor shall be required for the sole purpose of granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy Code, including beyond the Extended Deadline.

4. Nothing contained in this Stipulation or any actions taken by the Debtors pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases, are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject, and/or seek any other related relief with respect to any contract or lease; or (f) an alteration, amendment, or other modification of the terms of the Leases.

5. Nothing contained in this Stipulation shall impair in any way Lessor's right to file a claim for any pre-petition amounts due under the Leases.

6. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to and in accordance with this Stipulation.

8. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

9. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.

**EXECUTION PAGE**

Dated: August 23, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: August / 27 / 2019

LESSOR

By: 

Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

BERNARDO A. MARASCO

Signatory Address:

40 PARAMOUNT GROUP, INC.  
1633 BROADWAY SUITE 1801  
NEW YORK, NY 10019

**EXHIBIT A**

Name of Lessor: PPF Paramount One Market Plaza Owner, L.P.

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**STIPULATION CONSENTING TO  
EXTENSION OF DEADLINE TO  
ASSUME OR REJECT CERTAIN  
NONRESIDENTIAL REAL  
PROPERTY LEASES PURSUANT  
TO 11 U.S.C. § 365(d)(4)**



1 PG&E Corporation ("**PG&E Corp**") and Pacific Gas and Electric Company (the  
2 "**Utility**", and together the "**Debtors**") as debtors and debtors in possession in the above-captioned  
3 chapter 11 cases (the "**Chapter 11 Cases**"), and the City of San Jose, on behalf of itself and all of  
4 its agencies, departments, or instrumentalities through which it acts or does business (collectively,  
5 "**San Jose**") hereby submit this stipulation (the "**Stipulation**") consenting to a further extension of  
6 time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to  
7 section 365(d)(4)(B)(ii) of title 11 of the United States Code (the "**Bankruptcy Code**"), and  
8 represent and agree as follows:

9 **RECITALS**

10 A. On January 29, 2019 (the "**Petition Date**"), the Debtors commenced the  
11 Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the  
12 "**Bankruptcy Court**").

13 B. Debtors and San Jose are parties to numerous agreements and Debtors hold  
14 numerous permits issued by departments within San Jose that allow the Utility to access certain  
15 property owned by San Jose for various purposes (collectively, the "**Agreements/Permits**").

16 C. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court  
17 extended the time for the Debtors to assume or reject nonresidential real property leases to August  
18 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

19 D. The Debtors propose to seek a further extension of time for the Debtors to  
20 reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order  
21 requires the written consent of San Jose pursuant to 11 U.S.C. § 365(d)(4)(B)(ii) to the extent that  
22 any of the Agreements/Permits constitute nonresidential real property leases.

23 E. Neither the Debtors nor San Jose admit that the Agreements/Permits are  
24 nonresidential real property leases subject to assumption under section 365 of the Bankruptcy Code  
25 or the deadline to assume or reject such nonresidential real property leases in section 365(d)(4) of  
26 the Bankruptcy Code. For the avoidance of doubt, and without any prejudice to either the Debtors  
27 or San Jose, to the extent any of the Agreements/Permits constitute nonresidential real property  
28 leases, San Jose consents to the extension of time to assume or reject such Agreements/Permits as



1 further set forth below.

2 NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY  
3 STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE  
4 UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER  
5 THAT:

6 1. San Jose consents to, and this Stipulation hereby constitutes “prior written  
7 consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an  
8 extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any  
9 nonresidential real property lease to which it and San Jose are party, including any of the  
10 Agreements/Permits which constitute nonresidential real property leases (the “**Leases**”), until the  
11 earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a  
12 reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

13 2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within  
14 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and  
15 including the Extended Deadline.

16 3. No further consent of San Jose shall be required for the sole purpose of  
17 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to  
18 the Debtors’ right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy  
19 Code, including beyond the Extended Deadline.

20 4. Nothing contained in this Stipulation or any actions taken by the Debtors or  
21 San Jose pursuant to relief consented to herein is intended or should be construed as: (a) an  
22 admission as to the validity or amount of any particular claim against the Debtors; (b) a waiver of  
23 the Debtors’ rights to dispute any particular claim on any grounds; (c) a promise or requirement to  
24 pay any particular claim; (d) an admission by the Debtors or San Jose that any of the  
25 Agreements/Permits, are executory contracts or unexpired leases, as applicable; (e) a waiver or  
26 limitation of the Debtors’ rights under the Bankruptcy Code or any other applicable law, including  
27 the Debtors’ right to assume, reject, and/or seek any other related relief with respect to any contract  
28

1 or lease; or (f) an alteration, amendment, or other modification of the terms of the  
2 Agreements/Permits.

3 5. The Debtors agree that they will comply with their obligations under section  
4 365(d)(3) of the Bankruptcy Code in respect of any Leases.

5 6. This Stipulation may be executed in multiple counterparts, each of which  
6 shall be deemed an original but all of which together shall constitute one and the same instrument.

7 7. The Debtors are authorized to take all actions necessary to effectuate the  
8 relief granted pursuant to and in accordance with this Stipulation.

9 8. The terms and conditions of this Stipulation shall be immediately effective  
10 and enforceable upon its entry.

11 9. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the  
12 provisions of this Stipulation.

13  
14  
15 Dated: August 27, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

16  
17 By: /s/Jane Kim

18 Jane Kim  
19 Attorneys for Debtors  
20 and Debtors in Possession

21 Dated: August, \_\_ 2019

CITY OF SAN JOSE

22  
23  
24 By: 

25 Approved as to form

26  
27 By: 

28 Nora Frimann  
Assistant City Attorney

Attorneys for the City of San Jose, including  
all of its agencies, departments, or  
instrumentalities.